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BILL NO. S-77-07-35

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SPECIAL ORDINANCE NO. S- 164-77

AN ORDINANCE approving a contract with  
John Dehner, Inc., for Resolution No.  
5762-1977.

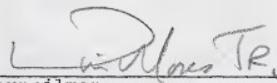
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
9 WAYNE, INDIANA:

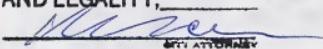
10 SECTION 1. That the contract dated July 8, 1977,  
11 between the City of Fort Wayne, by and through its Mayor and the  
12 Board of Public Works and John Dehner, Inc., for:

13 Resolution No. 5762-1977: To improve the  
14 Intersection of Bluffton Road and Old Trail  
Road.  
15 for a total cost of \$216,428.26, all as more particularly set  
16 forth in said contract which is on file in the Office of the  
17 Board of Public Works and is by reference incorporated herein,  
18 made a part hereof and is hereby in all things ratified, confirmed  
19 and approved.

20 SECTION 2. This Ordinance shall be in full force and  
21 effect from and after its passage and approval by the Mayor.

22  
23

  
24 \_\_\_\_\_  
25 Councilman  
26  
27  
28  
29  
30  
31

32 APPROVED AS TO FORM  
33 AND LEGALITY.  
34   
35 ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.S.T.

DATE: 7-26-77

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (PASSED) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>				
<u>BURNS</u>	<u>✓</u>				
<u>HINGA</u>	<u>✓</u>				
<u>HUNTER</u>	<u>✓</u>				
<u>MOSES</u>	<u>✓</u>				
<u>NUCKOLS</u>	<u>✓</u>				
<u>SCHMIDT, D.</u>	<u>✓</u>				
<u>SCHMIDT, V.</u>	<u>✓</u>				
<u>STIER</u>	<u>✓</u>				
<u>TALARICO</u>	<u>✓</u>				

DATE: 8-9-77

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 8464-77 on the 9th day of August, 1977.  
ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th  
day of August, 1977, at the hour of 1:00 o'clock P.M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 16<sup>th</sup> day of August, 1977,  
at the hour of 8:30 o'clock A.M., E.S.T.

Rabert Armstrong  
MAYOR

Bill No. S-77-07-35

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance  
approving a contract with John Dehner, Inc., for Resolution No. 5762-1977

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

CONCURRED IN

DATE 8/9/77 CHARLES W. WESTERMAN, CITY CLERK

# CONTRACT

This Agreement, made and entered into this day of JUL 8 1977, 19\_\_\_\_

by and between \_\_\_\_\_

JOHN DEHNER, INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5762-1977: To improve the Intersection of Bluffton Road and Old Trail Road.

by grading and paving the roadway to a width of ..... feet with .....  
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5762-1977 and at the following price per linear foot

At the following prices:

Excavation	Four dollars and forty cents per cubic yard	4.40
Concrete Curb Removal	One dollar and thirty cents per lineal foot	1.30
Concrete Removal	Four dollars and fifty cents per square yard	4.50
Bituminous Surface (State "B")	Twenty dollars and forty cents per ton	20.40
Bituminous Base	Twenty dollars and forty cents per ton	20.40
Bituminous Surface for Approaches (A-2)	Fifty-two dollars and fifty cents per ton	52.50
#73 Stone for Shoulders (6 inch depth)	Eight dollars and twenty cents per ton	8.20
Commercial Drive Pavement	Fourteen dollars and ten cents per square yard	14.10
Concrete Pavement, Plain 7"	Thirteen dollars and five cents per square yard	13.05
Concrete Curb Type "II-A"	One dollar and forty cents per lineal foot	1.40
Concrete Center Curb (4 feet wide)	Ten dollars and no cents per lineal foot	10.00
Concrete Curb Type "II-B"	Four dollars and fifty cents per lineal foot	4.50
mast arm complete with shaft and foundation	..... dollars and eighty-one cents for each	
Furnish & install combination pole with 30' traffic mast arm, 8' luminaire mast arm & foundation; 35' luminaire mounting height	Two thousand four hundred and thirty-seven dollars and forty-six cents for each	2,437.46
Furnish & install handhole	Three hundred and forty dollars and twenty-six cents for each	340.26
Furnish & install service complete with all hardware	Three hundred forty-three dollars and forty-seven cents for each	343.47
Furnish & install 2" galvanized, rigid steel conduit	Six dollars and eighty-four cents per lineal foot	6.84
Furnish & install 3" galvanized, rigid steel conduit	Eight dollars and fifty-six cents per lineal foot	8.56

Concrete Curb Type "II-A"	One dollar and forty cents per lineal foot	1.40
Concrete Center Curb (4 feet wide)	Ten dollars and no cents per lineal foot	10.00
Concrete Curb Type "II-B"	Four dollars and fifty cents per lineal foot	4.50
Concrete Curb Type "I-B"	Three dollars and ninety cents per lineal foot	3.90
Seeding with Mulch, Type "U"	One dollar and sixty cents per square yard	1.60
Rail Road Tie Adjustment	Three dollars and no cents per lineal foot	3.00
Ditch Excavation	One dollar and thirty cents per cubic yard	1.30
Pipe, Class IV R.C. 12"	Twelve dollars and forty-four cents per lineal foot	12.44
Pipe, Class IV R.C. 15"	Seventeen dollars and ninety-two cents per lineal foot	17.92
Pipe, Class IV R.C. 18"	Nineteen dollars and twenty-five cents per lineal foot	19.25
Pipe, Class IV R.C. 24"	Twenty-eight dollars and thirty cents per lineal foot	28.30
Pipe, Class IV R.C. 36"	Thirty-four dollars and eighty-three cents per lineal foot	34.83
Rip Rap 6" x 6"	Nine dollars and no cents per ton	9.00
Pipe Anchor for 36" Pipe	One hundred seventy dollars and no cents for each	170.00
Inlet Type I	One hundred fifty dollars and no cents for each	150.00
M. H. Type I	Three hundred ninety-six dollars and no cents for each	396.00
M.H. Type II	Nine hundred and one dollars and no cents for each	901.00
Casting Type "A" Required	One hundred and ten dollars and no cents for each	110.00
Casting Type "C" Required	One hundred and thirty-five dollars and no cents for each	135.00
Casting Type "F" Required	One hundred and seventy-five dollars and no cents for each	175.00
Casting Type "G" Required	One hundred and eleven dollars and no cents for each	111.00
Special Backfill #53 or #73 Stone	Four dollars and eighty cents per ton	4.80
B-Borrow	Three dollars and fifty cents per ton	3.50
Concrete Foundation 2' x 2' x 6'	One hundred and twenty-six dollars and twenty-six cents for each	126.26
Mast Arm for Aluminum Pole, 8'	Thirty-five dollars and thirty-one cents for each	35.31
Aluminum Pole, 35'	Seventy-two dollars and seventy-six cents for each	72.76
Concrete Pole, 33'	Fifty-eight dollars and forty-two cents for each	58.42
Mast Arm for Concrete Pole, 6'	Thirty-two dollars and ten cents for each	32.10
400 Watt H.P.S. Luminaire & Lamp	Sixteen dollars and five cents for each	16.05
250 Watt H.P.S. Luminaire & Lamp	Sixteen dollars and five cents for each	16.05
150 Watt H.P.S. Luminaire & Lamp	Sixteen dollars and five cents for each	16.05
30" Handhole	One hundred twenty-eight dollars and forty cents for each	128.40
Riser 10' Section	Twenty-six dollars and seventy-five cents for each	26.75
2" Rigid Conduit in Trench	Two dollars and three cents per lineal foot	2.03
3 - 1/c #4 in Trench and Conduit	No dollars and thirty-eight cents per lineal foot	0.38

Mast Arm for Aluminum Pole, 8'	Thirty-five dollars and thirty-one cents for each	35.31
Aluminum Pole, 35'	Seventy-two dollars and seventy-six cents for each	72.76
Concrete Pole, 33'	Fifty-eight dollars and forty-two cents for each	58.42
Mast Arm for Concrete Pole, 6'	Thirty-two dollars and ten cents for each	32.10
400 Watt H.P.S. Luminaire & Lamp	Sixteen dollars and five cents for each	16.05
250 Watt H.P.S. Luminaire & Lamp	Sixteen dollars and five cents for each	16.05
150 Watt H.P.S. Luminaire & Lamp	Sixteen dollars and five cents for each	16.05
30" Handhole	One hundred twenty-eight dollars and forty cents for each	128.40
Riser 10' Section	Twenty-six dollars and seventy-five cents for each	26.75
2" Rigid Conduit in Trench	Two dollars and three cents per lineal foot	2.03
3 - 1/c #4 in Trench and Conduit	No dollars and thirty-eight cents per lineal foot	0.38
Trenching, 24" Deep	No dollars and eighty-three cents per lineal foot	0.83
Trenching Across Pavement	Three dollars and twenty-one cents per lineal foot	3.21
Furnish, install & wire (5) phase modular, solid-state, fully actuated controller in type P-1 cabinet with foundation	Nine thousand four hundred and forty-eight dollars and ten cents for each	9,448.10
Furnish, hang & wire, 1-way 3 section traffic signal face (12" R, 12" A, 12" G)	Two hundred and five dollars and forty-four cents for each	205.44
Furnish & Install loop detector amplifier	One hundred and thirty-nine dollars and sixty-three cents for each	139.63
Furnish and install detector housing with foundation	Two hundred and twenty-three dollars and sixty-three cents for each	223.63
Furnish & install 6' x 18' loop detector complete with saw slot, sealant and wiring	One hundred and sixty-three dollars and seventy-one cents for each	163.71
Furnish & install 6' x 28' loop detector complete with saw slot, sealant and wiring	One hundred and eighty-five dollars and eleven cents for each	185.11
Furnish & install 8' x 50' loop detector complete with saw slot, sealant & wiring	Two hundred and sixty-four dollars and twenty-nine cents for each	264.29
Furnish & install mid-mast mounting assembly	One hundred and twenty-six dollars and twenty-six cents for each	126.26
Furnish & install 35' traffic mast arm complete with shaft and foundation	One thousand nine hundred and thirty dollars and eighty-one cents for each	1,930.81
Furnish & install combination pole with 30' traffic mast arm, 8' luminaire mast arm & foundation; 35' luminaire mounting height	Two thousand four hundred and thirty-seven dollars and forty-six cents for each	2,437.46
Furnish & install handhole	Three hundred and forty dollars and twenty-six cents for each	340.26
Furnish & install service complete with all hardware	Three hundred forty-three dollars and forty-seven cents for each	343.47
Furnish & install 2" galvanized, rigid steel conduit	Six dollars and eighty-four cents per lineal foot	6.84
Furnish & install 3" galvanized, rigid steel conduit	Eight dollars and fifty-six cents per lineal foot	8.56
Furnish & install 2 c/8 service cable	No dollars and ninety cents per lineal foot	0.90
Furnish & install 5 c/14 signal cable	No dollars and sixty-six cents per lineal foot	0.66
Furnish & install 7 c/14	No dollars and eighty-five cents per	0.85

saw slot, sealant and wiring		
Furnish & install 6' x 28' loop detector complete with saw slot, sealant and wiring	One hundred and eighty-five dollars and eleven cents for each	185.11
Furnish & install 8' x 50' loop detector complete with saw slot, sealant & wiring	Two hundred and sixty-four dollars and twenty-nine cents for each	264.29
Furnish & install mid-mast mounting assembly	One hundred and twenty-six dollars and twenty-six cents for each	126.26
Furnish & install 35' traffic mast arm complete with shaft and foundation	One thousand nine hundred and thirty dollars and eighty-one cents for each	1,930.81
Furnish & install combination pole with 30' traffic mast arm, 8' luminaire mast arm & foundation; 35' luminaire mounting height	Two thousand four hundred and thirty-seven dollars and forty-six cents for each	2,437.46
Furnish & install handhole	Three hundred and forty dollars and twenty-six cents for each	340.26
Furnish & install service complete with all hardware	Three hundred forty-three dollars and forty-seven cents for each	343.47
Furnish & install 2" galvanized, rigid steel conduit	Six dollars and eighty-four cents per lineal foot	6.84
Furnish & install 3" galvanized, rigid steel conduit	Eight dollars and fifty-six cents per lineal foot	8.56
Furnish & install 2 c/8 service cable	No dollars and ninety cents per lineal foot	0.90
Furnish & install 5 c/14 signal cable	No dollars and sixty-six cents per lineal foot	0.66
Furnish & install 7 c/14 signal cable	No dollars and eighty-five cents per lineal foot	0.85
Furnish & install 12 c/14 signal cable	One dollar and twelve cents per lineal foot	1.12
Furnish & install 2 c/14 shielded detector cable	No dollar and fifty-four cents per lineal foot	0.54
Pavement Markings, Stop Barr 24" (Thermoplastic)	One hundred thirty-one dollars and twenty-five cents for each	131.25
Pavement Markings, Arrows with "ONLY" sign (thermoplastic)	One hundred eighty-three dollars and seventy-five cents for each	183.75
Pavement Markings, Line, 6" (thermoplastic)	One dollar and eighty-three cents per lineal foot	1.83
Removal of existing signal equipment	Four hundred fifty-four dollars and seventy-five cents per lump sum	454.75
<b>GRAND TOTAL</b>	<b>Two hundred and sixteen thousand four hundred and twenty-eight dollars and twenty-six cents.</b>	<b>216,428.26</b>

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 1<sup>st</sup>, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-121<sup>4</sup> Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5762-77 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within sixty (60) working days after Contract is approved by City Council and in all respects completed ~~on or before~~ XXXXXX and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_

day of JUL 8 1977, 19\_\_\_\_

JOHN DEHNER, INC.

BY:

John Dehner  
ITS: VICE PRESIDENT

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

City Attorney

Improvement Resolution

FOR STREET OR ALLEY

No. 5762 -1977

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,  
That it is deemed necessary to improve the Bluffton Road and Old Trail Road Intersection.

The improvement will consist of the construction of 7" plain concrete pavement on  
Old Trail Road, resurfacing Bluffton Road, new storm drainage, street lights, and  
a new traffic signal.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of  
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing  
hereunder will be to the general public of the City of Fort Wayne and that  
no special benefits will accrue to any property owner adjoining said improvement  
or otherwise assessable under said improvement. The cost of said improvement shall  
be paid jointly from the City of Fort Wayne's Arterial Road and Street Account Fund  
and Spy Run Development Corporation.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

BOARD OF PUBLIC WORKS:

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates;
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

# GUARANTY BOND

Know All Men by These Presents, That we \_\_\_\_\_

JOHN DEHNER, INC.

Contractors

as principal, and

UNITED STATES FIDELITY AND GUARANTEE COMPANY as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED AND  
SIXTEEN THOUSAND FOUR HUNDRED AND TWENTY-EIGHT DOLLARS AND TWENTY-SIX CENTS

(\$ 216,428.26)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said

JOHN DEHNER, INC.

did on the JUL 8 1977 day of

, enter into a contract with the City of Fort Wayne to construct a Pavement  
on Res. # 5762-1977 Streetwork To improve the Intersection  
of Bluffton Road and Old Trail Road.

according to certain plans and specifications, and  
for a period of three years  
also warranting and guaranteeing the work/ material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said

JOHN DEHNER, INC. shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee; and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 8th day of July, 1977

JOHN DEHNER, INC.

(SEAL)

BY: *John Dehner*

(SEAL)

ITS: VICE PRESIDENT

(SEAL)

Approved this day of

Board of Public Works.

United States Fidelity & Surety

Surety

BY: *Arthur O. Zent*  
Attorney-in-fact

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: *Arthur O. Zent*  
Witness

# LIABILITY BOND

Know All Men by These Presents, That we \_\_\_\_\_  
\_\_\_\_\_  
JOHN DEHNER, INC.

as principal, and \_\_\_\_\_

\_\_\_\_\_-UNITED STATES FIDELITY AND GUARANTEE COMPANY\_\_\_\_\_

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED  
AND SIXTEEN THOUSAND FOUR HUNDRED AND TWENTY-EIGHT DOLLARS AND TWENTY-SIX CENTS  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

216,428.26

The conditions of the above obligation are such, that if the above named party of the first part shall  
faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_

day of JUL 8 1977, with the City of Fort Wayne, Indiana, and shall faithfully fulfill  
all the conditions and stipulations therein contained, except the warranty and guaranty of the payment  
as to the workmanship, material and conditions for the period of three (3) years, according to the  
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-  
main in full force and virtue in law and in the event the said City shall extend the time for the comple-  
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 8th day of July, 1977

JOHN DEHNER, INC. (SEAL)

BY: *John Dehner* (SEAL)

ITS: VICE PRESIDENT (SEAL)

(SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_

Board of Public Works.

United States Fidelity & Surety

Surety

BY: *Arthur C. Zent* Attorney-in-fact

COMPLETED IN STREET ENGINEERING DEPARTMENT

JUNE 30, 1977

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: *Arthur C. Zent* Witness

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. .... 87671 .....

*Know all Men by these Presents:*

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle and Leonard Shirley

of the City of Fort Wayne , State of Indiana  
its true and lawful attorneyS in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~may have been done~~ anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Leonard Shirley

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 28th day of March , A. D. 19 77

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By..... James A. Mappus .....  
Vice-President  
(SEAL) (Signed) ..... John C. Vaeth, Jr. .....  
Assistant Secretary.

STATE OF MARYLAND, } ss:  
BALTIMORE CITY,

On this 28th day of March , A. D. 1977, before me personally came James A. Mappus , Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John C. Vaeth, Jr. , Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John C. Vaeth, Jr. were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19....78..

(SEAL) (Signed) ..... Margaret M. Hurst .....  
Notary Public.

STATE OF MARYLAND } Sct.  
BALTIMORE CITY,

L. Robert H. Bouse , Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst , Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or prove of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 28th day of March , A. D. 1977

(SEAL) (Signed) ..... Robert H. Bouse .....  
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle and Leonard Shirley**.

of **Fort Wayne, Indiana**, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) **July 8, 1977.**

*Richard Calder*  
Assistant Secretary

IN RE:

## WAGE SCALE

CODE: S-SKILLED  
 SS-SEMI SKILLED  
 US-UNSKILLED  
 IF-INDUSTRIAL FUND  
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER, 1977.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)  
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)  
(HIGHWAY)  
(SEWER)

LATHER

MILLWRIGHT &amp; PILEDRIVER

OPERATING ENGINEER (BUILDING)  
(HIGHWAY)  
(SEWER)

PAINTER

PLASTERER

PLUMBER &amp; STEAMFITTER

MOSAIC &amp; TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TEAMSTER (BUILDING)  
(HIGHWAY)

CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
S	11.40	35¢	55¢			3if
S	11.70	80	1.00		3¢	
S	10.34	45	50		1	4if
S	9.85		68		7	2if
S	10.08	45	35		5	2if
S	9.35	75	40		1	
S	11.30	40	1½+30		6	
S	10.18	49½	32	8%	2	
S	9.53	12		40	4	25¢ Holi
S	10.75	75	85		1	2if
S-SS US	7.25-7.55	60	45		9	
S-US-SS	7.15-8.00	60	45		9	
S-US-SS	7.15-7.95	60	45		8	
S	8.20		25		1	2if
S	10.18		6%		7	2if
S-SS US	7.90-11.00	40	55		8	
S-SS-US	7.96-10.30	40	40		8	
S-SS-US	8.00-10.30	40	40		5	
S	8.60-9.60	42	45		10	6¢ misc.
S	9.27	60	40			
S	11.35	45	75		7	4if
S	7.20-9.45					
S	9.45		10			
S	10.54	40	35		4	13if
S-SS US	8.68-9.63	23.00pw	28.00pw			
S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying higher rate of wages than set out in the schedule of wages on file.

DATED THIS 28 DAY OF June, 1977

*Wayne T. Keppler*  
REPRESENTING GOVERNOR, STATE OF INDIANA  
*Henry P. Weis*  
REPRESENTING THE AWARDING AGENT

*Fred M. Price*  
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including actions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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JOHN DEHNER, INC., CONTRACTOR FOR PROJECT OF

TITLE OF ORDINANCE SPECIAL ORDINANCE - ST. IMPROV. RESOL. NO. 5762-77 - BLUFFTON/OLD TRAIL ROAD

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

J-77-07-35

SYNOPSIS OF ORDINANCE STREET IMPROVEMENT RESOLUTION NO. 5762-1977 FOR IMPROVING THE  
INTERSECTION OF BLUFFTON ROAD AND OLD TRAIL ROAD BY JOHN DEHNER, INC., CONTRACTOR, IN  
THE AMOUNT OF \$216,428.26

(CONTRACT ATTACHED)

EFFECT OF PASSAGE IMPROVE THE HEAVILY-TRAVELED INTERSECTION OF BLUFFTON ROAD AND  
OLD TRAIL ROAD, STORM DRAINAGE, STREET LIGHTS AND A NEW TRAFFIC SIGNAL

EFFECT OF NON-PASSAGE INTERRUPTION OF ONGOING PROGRAM OF IMPROVING PROBLEM INTER-  
SECTIONS

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$216,428.26 FROM LR & S FUNDS

ASSIGNED TO COMMITTEE

EP

*Public Works*